

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AMIE PATRICIA ASHTON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

AMIE PATRICIA ASHTON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand five hundred sixty one dollars (\$1561.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 109, 50 Tununuk Drive, Inuvik, NT shall be terminated on June 3, 2013 and the respondent shall vacate the premises on that date unless the rent arrears, the rent for June, 2013 and the outstanding security deposit in the total amount of two thousand nine hundred eighty six dollars

(\$2986.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of May,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **AMIE PATRICIA ASHTON**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

AMIE PATRICIA ASHTON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant
Bright Lubansa, representing the applicant

Date of Decision: May 14, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance sent by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount \$1561 and a balance of security deposit owing of \$475. The monthly rent for the premises is \$950 and the applicant holds a partial security deposit of \$475.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to pay the full amount of the security deposit. I find the rent arrears to be \$1561 and the outstanding security deposit to be \$475. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1561 and terminating the tenancy agreement on June 3, 2013 unless the rent arrears, the balance of the security deposit and the June rent are paid in full. I calculate that amount to be \$2986 as follows:

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Rent arrears	\$1561
Balance of security deposit	475
June, 2013 rent	<u>950</u>
Total	\$2986

An eviction order to be effective on June 4, 2013 unless \$2986 is paid on or before June 3, 2013 shall be issued separately.

Hal Logsdon
Rental Officer